



GUESTS: NOTICE, DISCLOSURES AND DISCLAIMER AGREEMENT



THIS NOTICE, DISCLOSURE AND DISCLAIMER AGREEMENT (the "Agreement") is given by the undersigned Guest of **Beaver Pond Sporting Club LLC**, a North Carolina limited liability company ("BPSC").

BACKGROUND AND PURPOSE

BPSC operates a club for fishing, hunting and other outdoor activities for its Members and their guests. The undersigned is a guest of BPSC or one of its dues-paying members

NOW, THEREFORE, in consideration of the guest privileges afforded by BPSC to the Guest, the receipt and sufficiency of which is hereby acknowledged and intended to be legally bound, I do hereby agree, covenant, and promise as follows:

1. As used herein, the following words and phrases shall have the meanings set forth below:
 - a. "Activity" and "Activities" shall mean fishing, hunting, skeet shooting and other activities offered by BPSC, including, but not limited to, the use of firearms and my physical presence on the premises of BPSC.
 - b. "Participant(s)" shall mean the undersigned Guest, dues paying members of BPSC and other guests who engage in the Activities.
 - c. "BPSC Releasees" shall mean BPSC, its agents, independent contractors, employees, Members (owners), managers, its representatives, successors and assigns.
 - d. "Risks" shall mean all risks and dangers to me, other Participants and bystanders of death, or any illness as COVID-19 or serious bodily injury which may be caused by my own actions or inactions and those of other Participants, the condition in which the Activity takes place or the negligence or action or inactions of BPSC Releasees and all other risks and social and economic losses including those not known to me or readily foreseeable at this time.
2. I understand the Risks inherent in participating in the Activities. I am familiar with and have sufficient skill and experience with the Activities to understand their potentially dangerous nature and understand that my participation in the Activities of other Participants involves Risks.
3. I wish to, and I so hereby voluntarily and freely choose to and consent to, participate in the Activities and, in doing so, incur such Risks.
4. I do further acknowledge that BPSC is not responsible for any personal injury, loss of life, illness or other damage arising out of participation in the Activities by me and other Participants.
5. I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, to other persons, aid to the property of others (including BPSC).
6. I will not bring any legal action against the BPSC Releasees for, and I hereby and forever disclaim and release the BPSC Releasees from, and waive, any and all actions, claims, complaints, costs, and expenses (including attorney's fees), debts, demands, or suits or proceedings, at law or in equity, or in bankruptcy or otherwise, known or unknown, direct or derivative, present or future, that I may have, claim to have nor or in the future or which may hereafter arise for, upon, or reason of any matter, course or whatsoever with respect to or arising out of the Activities.
7. If, despite this Agreement, I do bring any such legal action, then I agree to hold and save the BPSC Releasees from, and waive, any and all actions, claims, complaints, costs and expenses (including attorney's fees), debts, demands, or suits or proceedings, at law or in equity, or in bankruptcy or otherwise, known or unknown, direct or derivative, present or future, that I may have, claim to have nor or in the future or which may hereafter arise for, upon, or reason of any matter, course or whatsoever with respect to or arising out of the Activities.
8. I am fully responsible for and shall reimburse BPSC for any damage to real or personal property occurring as a result of my acts or omissions while engaged in the Activities.
9. I acknowledge and agree and fully understand all of its terms and conditions; that, by executing and entering into this Agreement, I have given up substantial rights; that I have signed it freely and intend for it to be a complete and unconditional release of all liability to the fullest extent allowed by law. If any portion of the Agreement is declared invalid, the remaining provisions, notwithstanding, shall continue to be in full force and effect.
10. The Agreement shall be binding upon my heirs, personal representatives, successors and assignees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the day and year set forth below.

Date Signed _____

Guest

Child's Name _

Childs name

Parent's

Parents Name

Parent's Signature _____

DISCLOSURE AND RELEASE OF LIABILITY

Read Carefully- This affects your legal rights.

The North Carolina Wildlife Habitat Foundation, Inc. (NCWHF) of Greensboro, is a Non-Profit North Carolina Corporation. The NCWHF is organizing in part a Youth Outdoor Sportsman Camp that includes the activities of marksmanship with firearms and archery as well as fishing and other outdoor related activities.

In exchange for participation in the activity of Youth Outdoor Sportsman Camp and use of tangible property, facilities and services of, I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by NCWHF, representatives or agents of NCWHF.

2. ASSUMPTION OF THE RISK AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge NCWHF for injury, loss or damage arising out of my or my family's presence or participation in the above described activity, whether caused by the fault of myself, my family, NCWHF or other third parties.
3. INDEMNIFICATION. I agree to indemnify and defend NCWHF against all claims, causes of action, damages, judgements, cost or expenses, including attorney fees and other litigation cost, which may in any way arise from my or my family's presence or participation.
4. CONSENT. I (parent name) _____ consent to the participation of my child in the Youth Outdoor Sportsman Camp including marksmanship, fishing and other activities, and agree on behalf of the above minor to all the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of (child name)_____.
5. MEDICAL AUTHORIZATION. In the event of injury to the above minor during the activities, I give my permission to NCWHF, representative or agents of NCWHF to arrange for all necessary medical treatments for which I will be financially responsible. This temporary authority will begin on (date) _____ and remain in effect until terminated in writing by the undersigned or when the above described activities are completed. NCWHF shall have the following powers:
 - a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitations, that of a licensed medical physician and /or hospital;
 - b. The power to authorize medical treatment or medical procedures in an emergency situation; and
 - c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.
6. ENFORCEABILITY. If any portion of the Agreement is declared invalid, the remaining provisions, notwithstanding, shall continue to be in full force and effect. The Agreement shall be binding upon my heirs, personal representatives, successors and assignees.
7. EMERGENCY CONTACT. In case of emergency please call:

I HAVE READ AND UNDERSTAND THIS DOCUMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Printed Name: _____

Date: _____